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WESTERN DISTRICT OF LOUISIANA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

LAKE CHARLES DIVISION

BROOKSHIRE BROTHERS : DOCKET NO. 04-1150
HOLDING, INC., ET AL

VS. : JUDGE TRIMBLE

TOTAL CONTAINMENT, INC., ET : MAGISTRATE JUDGE WILSON
AL

JUDGMENT

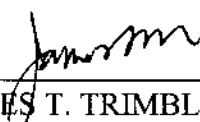
Pursuant to the Memorandum Ruling of this date,

IT IS ORDERED, ADJUDGED AND DECREED that the motion for summary judgment (doc. #575) filed by Commerce & Industry Insurance Company of Canada is hereby **GRANTED** to the extent that any claims for injuries made prior to August 15, 2002 have prescribed; the motion for summary judgment (doc. #578) filed by Commerce and Industry Insurance Company of Canada is hereby **GRANTED** to the extent that each leak event is a separate occurrence for which the self-insured retention of \$100,000.00 applies, and C&I can only be held liable for damages to the extent that each leak event causes damages in excess of \$100,000.00; the motion for partial summary judgment (doc. #564) filed by Pump Masters, Inc. is hereby **DENIED**; and the motion for summary judgment as to Pump Masters, Inc.'s cross-claims (doc. #576) filed by C&I is hereby **GRANTED** in part and **DENIED** in part. The motion (doc. #576) is hereby **DENIED** to the extent that proper notice of a claim was made as to each of the leak events that occurred from June 25, 1998 through October 8, 2002 as documented and detailed in Exhibit A attached to the Affidavit of Larry Negron

in Plaintiffs' Exhibit G,¹ and **GRANTED** to the extent that all claims for injuries that occurred prior to August 15, 2002 have prescribed. The motion (doc. #576) is hereby **GRANTED** to the extent that the each leak event is a separate occurrence for which the self-insured retention of \$100,000.00 applies, and C&I can only be held liable for damages to the extent that each leak event causes damages in excess of \$100,000.00. The motion (doc. #576) is hereby **GRANTED** to the extent that C&I has no duty to defend Pump Masters under the policies.

The Court determines that there is no just reason for delay and hereby directs entry of final judgment under rule 54(b) of the Federal Rules of Civil Procedure.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, this 7th day of February, 2007.



JAMES T. TRIMBLE, JR.
UNITED STATES DISTRICT JUDGE

¹See the Memorandum Ruling dated December 11, 2006 (doc. #973)